ARTICLE II

Definitions

1. "Employee" means any person who, during the term of this Agreement, is employed by the Company or has seniority status with the Company at its operations at Climax, Colorado, and is represented by the Union in the bargaining unit which is defined in the collective bargaining agreement between the Company and the Union as amended from time to time.

2. "Member" means any person included in the membership of the Plan as provided in Article VI.

3. "Board of Directors" means the Board of Directors of AMAX Inc.

4. "Fund" means the Retirement Income Fund established by payments made by the

Company, in accordance with Article IV of this Agreement, which may be either a trust fund or a deposit administration fund, or both.

5. "Trust Agreement" means an agreement entered into with a trustee or insurance company, or both, in accordance with Article V of this Agreement.

6. "Trustee" means a bank, trust company, or insurance company, or any combination of the three, designated in accordance with Article V of this Agreement to hold and invest the Fund and to pay benefits and expenses as authorized by the Administrator of the Plan.

7. "Effective Date" means November 1, 1958, and "Anniversary Date" means each

December 31 after the Effective Date.

8. "Contribution Date" means each January 1 after the Effective Date.

9. "Total and Permanent Disability" means a physical or mental condition, as determined in accordance with Article XII, Section 2(c), which permanently prevents the Employee from engaging in any regular employment with the Company or in any other regular gainful occupation, except such employment as is found to be for the purpose of rehabilitation or not incompatible with the finding of Total and Permanent Disability. "Totally and Permanently Disabled" means any Member who suffers a Total and Permanent Disability. The term shall exclude, however, for the purposes of the Plan, any such disability resulting, after the

Effective Date, from service in the armed forces of any country for which a service-connected government disability pension is payable; from self-inflicted willful injury, or from criminal activity which results in conviction.

10. "Actuary" means a member of the American Academy of Actuaries who is also an Enrolled Actuary as set forth under government regulations, or an insurance company or firm of actuaries, at least one of whose members or employees is a member of the American Academy of Actuaries and an Enrolled Actuary.

11. The masculine pronoun, wherever used, shall also include the feminine pronoun.

12. "Retirement" means the severance of employment with the Company with eligibility for immediate of deferred pension.

13. "Continuous Service" means service recognized for purposes of determining eligibility for membership in the Plan, determined as provided in Section I of Article VII.

14. "Eligible Service" means service recognized for purposes of determining eligibility for benefits under the Plan, determined as provided in Section 2 of Article VII.

15. "Credited Service" means service recognized for purposes of computing the amount of any benefit under the Plan, determined as provided in Section 3 of Article VII.

16. "Benefit" means monthly payments under the Plan payable as provided in Article XII.

17. "Actuarial Equivalent" means a benefit of equivalent value to the benefit it replaces when computed on the basis of the mortality tables and interest rates used in administering the Plan.

18. "Affiliated Company" shall mean any company which is a component member of a controlled group of corporations within the meaning of Section 1563(a) of the Internal Revenue Code, determined without regard to Section 1563(a)(4) and (e)(3)(C) thereof, which controlled group of corporations includes as a component member AMAX, Inc., except that "50 per cent" shall be substituted for "80 per cent" where

it appears in Section 1563(a) of the Internal Revenue Code.

19. "Employee Benefits Portfolio Review Committee" means the committee appointed from time to time by the Board of Directors which shall have the authority, powers and responsibilities delegated and allocated to it by resolutions of the Board of Directors, including the authority to appoint investment managers who qualify as such under the terms of the Employee Retirement Income Security Act of 1974.

20. "Group Insurance Program" means the portion of the AMAX Group Insurance Plan which applies to Employees as herein defined, which includes Life Insurance, Monthly Total and Permanent Disability Benefits, Accidental Death and Dismemberment Insurance, Weekly

Accident and Sickness Insurance and Extended Non-Total Disability Benefits.

ARTICLE III

Administration of the Plan

1. The Plan shall be administered by an individual (hereinafter called the "Administrator") appointed by the Company who shall serve without compensation from the Fund and who shall be empowered to retain counsel, employ agents and employ the services of clerical or other office personnel, as he may require in carrying out the provisions of the Plan, provided such services are also without compensation from the Fund. Said Administrator shall administer this Plan in accordance with the applicable

provisions thereof, and his authority with regard to interpretation of said provisions shall be final and binding on the parties hereto.

2. The Company shall promptly notify the Union in writing of the appointment of the Administrator of the Plan, and shall promptly notify the Union in writing in the event such appointment is rescinded and some other Administrator is appointed.

3. The Administrator shall have such powers only as are specifically provided herein, including the following:

(a) To prescribe procedures to be followed by Members in filing application for benefits and for furnishing of evidence necessary to establish Members' rights to

such benefits;

(b) To make determinations as to the rights established by the Plan of any Member applying for or receiving benefits because of retirement or permanent and total disability, and to afford any such Member dissatisfied with any such determination the right to a hearing thereon before the Administrator;

(c) To develop procedures for the establishment of Credited Service, as prescribed by the Plan, of Members; and after affording Members an opportunity to make objection with respect thereto, to establish such Credited Service conclusively in advance of retirement;

(d) To obtain from the Company, the Union, the Trustee, the Actuary,

and from the Members such information as shall be necessary for proper administration of the benefit provisions of the Plan;

(e) To prepare an annual statement of the aggregate assets, receipts and disbursements of the Fund and a report on the funding status of the Plan. Such annual report shall be prepared as quickly as practicable after January 1 of each year, and shall be made available to the Union and to such agencies of federal, state or local governments as may now or subsequently be required;

(f) To authorize the Trustee to pay benefits from the Trust Fund in accordance with the Plan, and to establish necessary procedures therefor;

(g) To approve and distribute in such

manner as the Administrator determines appropriate information explaining the Plan; and

(h) To furnish the Company and the Union, upon request, such reports as are reasonable and appropriate.

4. The Administrator shall use that degree of care, skill, prudence, and diligence that a prudent man acting in a like capacity and familiar with such matters would use in his conduct of a similar situation.

ARTICLE VIII

Eligibility

1. Normal Retirement

A member who (i) upon attaining age sixty (60), has accumulated ten (10) years or more of Eligible Service, or whose Eligible Service plus the number of years and parts thereof of retained participation in the said Group Annuity Contract totals ten (10) or more years, or (ii) upon attaining age sixty-five(65), whichever shall occur earlier, and, in either case, retires from the employment of the Company, shall be eligible for a Normal Retirement Benefit, as provided in Article IX, Section 1, of this Plan.

2. A Member shall automatically be severed from employment with the Company on the first day of the month following attainment of age seventy (70), unless such mandatory retirement age is prohibited by applicable law.

3. Early Retirement

A Member with ten (10) years or more of Eligible Service whose employment with the Company is terminated when, or after, he reaches the age of fifty (50), but prior to attainment of age sixty (60), shall be eligible, at his option, for either a Deferred Early Retirement Benefit or an Immediate Early Retirement Benefit, as provided in Article IX, Section 2, of this Plan.

4. Thirty Year Retirement

Effective July 15, 1977, a Member with thirty (30) years or more of Eligible Service whose employment with the Company is terminated prior to attainment of age sixty (60), shall be eligible, at his option, for a Thirty Year Retirement Benefit as provided in

Article IX, Section 3, of this Plan.

5. Disability Retirement

A Member with ten (10) years or more of Eligible Service who becomes Totally and Permanently Disabled at or after attainment of age thirty-five (35), but prior to attainment of age sixty (60), shall be eligible for a Disability Retirement Benefit, as provided in Article IX, Section 4, of this Plan. Such eligibility shall be subject to authentication by examination of one or more physicians at the Climax Hospital or such other examination, at Company expense, as the Company may deem necessary. In the event of continuing doubt as to such eligibility, such Member will be examined by physicians associated with a Denver, Colorado hospital to be selected by mutual

agreement of the Company and the Union, the expense of such examination to be paid from the Fund. Continuation of such eligibility shall be dependent upon findings of physicians of the Company's choice at periodic examinations.

6. Vesting

A Member with ten (10) years or more of Eligible Service, whose employment with the Company is terminated prior to the attainment of age fifty (50) shall be eligible, upon timely application therefor, as provided in Article XII, Section 1, of this Plan, for a Vested Deferred Retirement Benefit as, provided in Article IX, Section 5, of this Plan.

ARTICLE IX

Retirement Benefits

1. Normal Retirement Benefits

Prior to adjustment in accordance with Section 6 of this Article IX, Members who retire on or after July 15, 1980, may apply for a Normal Retirement Benefit to be paid monthly for life equal to:

(i) Sixteen Dollars ($16.00) on or after August 1, 1980, but prior to August 1, 1981,

(ii) Seventeen Dollars and Fifty Cents ($17.50) on or after August 1, 1981, but prior to August 1, 1982, and

(III) Nineteen Dollars and Fifty Cents ($19.50) on or after August 1, 1982,

multiplied by the applicable years and

fractions thereof of Credited Service, including Credited Service arising out of special past service.

2. Early Retirement Benefits

(a) Deferred Early Retirement Benefit. The monthly Deferred Early Retirement Benefit payable upon application upon attainment of age sixty (60) of an eligible Member on or after July 15, 1980, shall be computed in accordance with Section 1 of this Article IX based on his Credited Service at the time of his early retirement.

(b) Immediate Early Retirement Benefit. The monthly Immediate Early Retirement Benefit payable beginning with the first month after an eligible Member makes application on or after July 15,

1980, shall be computed in accordance with Section 1 of this Article IX based on his Credited Service at the time of early retirement, but reduced actuarially for each calendar month by which such member is under the age of sixty (60) at the time of the first such payment.

3. Thirty Year Retirement Benefits.

Effective July 15, 1980, the monthly Thirty Year Retirement Benefit payable beginning with the first month after an eligible Member makes application shall be computed in accordance with Section 1 of this Article IX based on his Credited Service at the time of his retirement.

4. Disability Retirement Benefits

(a) Prior to adjustment in accordance with Section 65 of this Article IX, the monthly retirement benefit from the Fund of a Member becoming eligible on or after July 15, 1980, for a Disability Retirement Benefit, shall be:

(i) Sixteen Dollars ($16.00) on or after August 1, 1980, but prior to August 1, 1981,

(ii) Seventeen Dollars and Fifty Cents ($17.50) on or after August 1, 1981, but prior to August 1, 1982, and

(III) Nineteen Dollars and Fifty Cents ($19.50) on or after August 1,1982,

multiplied by the sum of (1) his years of Credited Service and fractions thereof standing to his credit as of the date he becomes

Totally and Permanently Disabled, plus (2) the amount of Credited Service and fractions thereof which he would be able to earn from the date he becomes Totally and Permanently Disabled to his sixtieth (60th) birthday, assuming full-time employment during that period.

(b) The Disability Retirement Benefits payable to any Member shall be reduced by the amount of any Workmen's Compensation benefits (except fixed statutory payment for the loss of any bodily member) payable to him with respect to his disability; provided that deduction for all such benefits shall be made only with respect to the period in which such benefits (1) are actually paid to such Member, and (2) have not been

deducted from a disability insurance benefit payable to him under the Federal Insurance Contributions Act, as now in effect or hereafter amended. In the case of lump sum settlements under the Workmen's Compensation Act, the lump sum shall be divided by the weekly payment to which he was entitled under Workmen's Compensation in order to determine the period with respect to which Workmen's Compensation benefits are payable for the purpose of this Section 4.

(c) The Disability Retirement Benefits payable to any member shall likewise be reduced by the amount of any statutory disability benefits other than Workmen's Compensation, payable to such Member by reason of any law of the

State of Colorado which may now pertain or which may hereafter be enacted, provided the deduction for any such benefit shall be only to the extent that such benefits have been provided by premiums, taxes or other payments paid by or at the expense of the Company.

(d) The Disability Retirement Benefits payable to any Member shall likewise be reduced by any amounts paid under the Extended Non-Total Disability Benefit portion of the Group Insurance Program as a result of the same disability.

5. Vested Deferred Retirement Benefits

The monthly retirement benefit of a Member becoming eligible on or after July 15, 1980, for a Vested Deferred Retirement Benefit payable at age sixty

(60) shall be computed in accordance with Section 1 of this Article IX based on his Credited Service and benefit formula in effect at the time of termination of employment. A Member who becomes entitled on or after January 1, 1976, to a Vested Deferred Retirement Benefit commencing on the first day of the month next following the date of application in a reduced amount determined in accordance with Section 2(b) of this Article IX.

6. Optional Benefits

(a) The Benefit payable to a Member who retires under Sections 1, 2, 3 or 4 of this Article IX subsequent to January 1, 1976, or who terminates service on or after January 1, 1976, and is entitled to receive a Vested Deferred

Retirement Benefit pursuant to Section 5 of this Article IX shall, unless he elects otherwise, be the actuarial equivalent of the Benefit computed in accordance with Sections 1, 2, 3, 4 or 5 of this Article IX, as the case may be, and shall be payable during the retired Member's life, with the provision that after his death a Benefit at one-half the rate of the Benefit payable to the retired Member shall be paid during the life of, and to, his spouse, provided the spouse shall have been married to the retired Member on the date on which benefit payments to the retired Member commence. The spouse shall not be entitled to receive a Benefit unless the Member's death occurs after receiving his first Benefit

payment.

ARTICLE XII

Commencement and Duration of Benefits

1. Age Retirement Benefits.

(a) Normal, Optional, Immediate Early and Thirty Year Retirement Benefits shall be payable to a Member commencing as of the first day of the month after he becomes eligible for such benefits, but not prior to the effective date, nor prior to the date proper application therefor is received by the Administrator, and shall be payable on the first day of each month thereafter during the life of such Member and, if applicable, his spouse unless such Member has

made an effective election of an optional form of benefit payment under Section 6 of Article IX.

(b) Deferred Early Retirement Benefits shall be payable to an eligible Member, commencing as of the first day of the month after he attains the age of sixty (60), but not prior to the date proper application therefor is received by the Administrator, and shall be payable on the first day of each month thereafter during the life of such Member and, if applicable, his spouse, unless such Member has made an effective election of an optional form of benefit payment under Section 6 of Article IX.

(c) Vested Deferred Retirement Benefits shall be payable to an

eligible former Member, commencing as of the first day of the month after such former Member attains age sixty (60), unless he elects earlier payment in accordance with Section 5 or Article IX, but not prior to the date proper application therefor is received by the Administrator, and shall be payable on the first day of each month thereafter during the life of the former Member and, if applicable, his spouse, ceasing with last payment prior to death.

2. Disability Retirement Benefits

(a) Disability Retirement Benefits shall be payable to an eligible Member, who has applied therefor, commencing as of the first day of the month after a determination of

his Total and Permanent Disability has been made by the Administrator, as provided by this Article and Article VIII, Section 5, and shall be payable as of the first day of each month thereafter during the life of such Member, and, if applicable, his spouse, except as otherwise provided under Subsection (b) below; provided, however, that no Benefit shall be payable in respect of a period in which such Member is in receipt of Weekly Accident and Sickness Insurance benefits under the Group Insurance Program.

(b) Disability Retirement Benefits shall be terminated:

(1) If the Member engages in any regular gainful occupation or employment for remuneration

or profit (except for the purposes of rehabilitation approved by the Administrator, or under circumstances determined by the Administrator to be compatible with the finding of Total and Permanent Disability); or

(2) If the Administrator determines on the basis of a medical examination that the Member has sufficiently recovered to return to any regular work for the Company and the Member refuses an offer of employment by the Company; or

(3) If the Member refuses to undergo a medical examination ordered by the Administrator, provided that the Member may

not be required to undergo a medical examination more often than semi-annually; or

(4) Upon the Member attaining age sixty (60), at which time, commencing with the first day of the month following the month in which he attains such age, he shall receive a Normal Retirement Benefit equal to the Disability Retirement Benefit which he was receiving.

(c) In any case where the Administrator has been requested to make a determination with respect to the Total and Permanent Disability of a Member, the Member first shall be required to submit to examination by one or more physicians at the Climax Hospital. The Administrator may substitute

other equally conclusive diagnostic medical evidence, if he so decides, in place of such examination at the hospital. The fees and expenses of any examination ordered by the Administrator hereunder shall by paid by the Company.